

VIRGINIA:

IN THE CIRCUIT COURT FOR THE COUNTY OF BLAND

JAMES DAVID WOOD, III.

Plaintiff,

vs.

FORD MOTOR COMPANY

Defendant.

CASE NO.: CL20-416

VALIDATE CASE PAPERS
RCPT : 20000002179
DATE : 12/28/2020 TIME: 11:27
CASE : 021CL20000416-00
ACCT : WOOD, JAMES DAVID, III
AMT. : \$248.00

Risa A. Hall, Rep

COMPLAINT

NOW COMES Plaintiff, James David Wood III, by and through his attorney, Lemon Law Group Partners PLC, and submits the following as his Complaint against Defendant Ford Motor Company.

PARTIES, JURISDICTION AND VENUE

1. Plaintiff James David Wood III is an individual residing at 5595 Waddletown Road, Bland, Virginia 24315.
2. Defendant Ford Motor Company is a foreign profit corporation doing business throughout the Commonwealth of Virginia. Ford Motor Company (hereinafter "Defendant Manufacturer" or "Defendant Ford") may be served through its registered agent, CT Corporation System, 4701 Cox Road, Suite 285, Glen Allen, Virginia 23060.
3. The transactions and occurrences involved in this action took place in the Commonwealth of Virginia, County of Bland.

COMMON AVERMENTS

4. On or about June 22, 2019, Plaintiff purchased a new 2019 Ford F-350, VIN: 1FT8W3BT7KEF27808 (hereinafter "Vehicle"). Please see Exhibit A: Purchase

Agreement. The Lemon Law Rights Period has been tolled pursuant to the declaration of a Judicial Emergency by the Virginia Supreme Court.

5. At the time of purchase, the Vehicle was accompanied by a factory warranty which, in relevant part, provided for a three (3) year – 36,000 mile bumper to bumper warranty and five (5) year – 60,000 Powertrain warranty (the “Warranty”). Full warranty is in Defendant’s Possession.
6. The Subject Vehicle is registered in Virginia and was purchased primarily for personal, family, and/or household purposes.
7. Manufacturer’s warranty covered any repairs or replacements needed during the warranty period and/or due to defects in factory materials or workmanship.
8. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship, such defects being discovered within the warranty periods and repairs were attempted.
9. Shortly after purchase, Plaintiff noticed defects in the vehicle and returned the vehicle to an Authorized Dealership to repair the defects on at least three (3) occasions for defects to the Subject Vehicle including: vehicle has a death wobble despite numerous repair attempts, steering wheel shakes until come to complete stop, steering damper defects necessitating replacement, and track bar ball joint loose necessitating replacement.

Please see Exhibit B: Repair Orders.
10. Despite the prolonged time during which the Subject Vehicle has been out-of-service, Defendant has failed to repair the Subject Vehicle so as to bring it into conformity with the warranties set forth herein.

11. The defects experienced by Plaintiff with the Subject Vehicle substantially impaired its use, value, and safety to the Plaintiff, and have shaken the Plaintiff's faith in the vehicle to operate as dependable transportation.
12. Despite Plaintiff's repeated efforts to allow Defendant the opportunity to conform the Subject Vehicle, many nonconforming and defective conditions were not repaired, and still exist.
13. The Vehicle still has issues including a death wobble.
14. Plaintiff directly notified Defendant of the defective conditions of the vehicle on numerous occasions and that he desired a buy-back of the Subject Vehicle, wherein Defendant failed and refused to buy back Plaintiff's defective Vehicle and to reimburse Plaintiff pursuant to his rights under State and Federal Laws. Please see Exhibit C: Written Notification.
15. This cause of action arises out of the Defendant's Breach of Warranty, violation of the Federal Magnuson-Moss Warranty Act, and violation of the Virginia Motor Vehicle Warranty Enforcement Act, as set forth in this Complaint.
16. Plaintiff seeks judgment against Defendant in whatever amount that Plaintiff is entitled to, including equitable relief, consequential damages, along with the costs and expenses of this action.
17. There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

COUNT I
BREACH OF FACTORY WARRANTY

18. Plaintiff fully repeats and incorporates Paragraphs 1 through 17, as set forth above.

19. Defendant extended to Plaintiff a three (3) year - 36,000 mile bumper-to-bumper factory warranty and five (5) year – 60,000 Powertrain warranty (“Warranty”).
20. Plaintiff, seeking to repair the Subject Vehicle, attempted to exercise Plaintiff’s rights under the Warranty.
21. Defendant has failed to honor the terms of the Warranty.
22. Defendant has failed or refused to repair the issues which include a death wobble.
23. As a result of the actions set forth above, Defendant has breached its warranty.
24. As a result of Defendant’s breach of warranty, Plaintiff has, and will continue to, suffer significant monetary and consequential damages pursuant to Va. Code § 8.2-714 and 715.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter Judgment in favor of Plaintiff and against Defendant in an amount to be proven at trial, including all consequential damages, incidental damages, equitable remedies, costs, interest, and attorney fees.

COUNT II
BREACH OF MAGNUSON-MOSS WARRANTY ACT

25. Plaintiff fully repeats and incorporates Paragraphs 1 through 25, as set forth above.
26. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).
27. Plaintiff is a “consumer” as defined by 15 USC § 2301(3).
28. Defendant is a “supplier” and “warrantor” as defined by 15 USC § 2301(4)(5).
29. The Subject Vehicle is a “consumer product” as defined by 15 USC § 2301(6).
30. 15 USC § 2310(d)(1)(A), requires Defendant, as a warrantor, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiff, as defined in 15 USC § 2304(d).

31. The actions of Defendant as hereinabove described, in failing to tender the Subject Vehicle to Plaintiff free of defects and refusing to repair or replace the defective vehicle tendered to Plaintiff, constitute a breach of the written warranties covering the Subject Vehicle; and thus, constitute a violation of the Magnuson-Moss Warranty Act.
32. Despite repeated demands and despite the fact that the Plaintiff has complied with all reasonable terms and conditions imposed upon him by Defendant, Defendant has failed and refused to cure any defects and non-conformity with the Subject Vehicle.
33. As a result of Defendant's breach of factory warranty as set forth above, and Defendant's failure to honor its obligations under its warranties, Plaintiff has, and will continue to, suffer damages as enumerated above.
34. Defendant had a reasonable opportunity to remedy the defects in the vehicle but has failed to do so, thereby entitling Plaintiff to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.
35. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiff is entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

COUNT III
VIOLATION OF THE VIRGINIA MOTOR VEHICLE WARRANTY ENFORCEMENT
ACT. Va. Code Ann. § 59.1-207.9 through 59.1-207.16

36. Plaintiff fully repeats and incorporates paragraphs 1 through 36, as set forth above.
37. Plaintiff is a "consumer" as defined by Va. Code § 59.1-207.11.
38. Defendant Manufacturer is a "Manufacturer" as defined by Va. Code § 59.1-207.11.
39. The defects, which include a death wobble in the Vehicle are "nonconformities" as defined by Va. Code § 59.1-207.11.

40. Defendant extended to Plaintiff a three (3) year – 36,000 mile warranty and five (5) year – 60,000 Powertrain warranty.
41. It is be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to any warranty and that the motor vehicle is significantly impaired if, during the period of eighteen months following the date of original delivery of the motor vehicle to the consumer, the nonconformity is a serious safety defect and has been subject to repair one or more times by the manufacturer, its agent or its authorized dealer and the same nonconformity continues to exist, Va. Code § 59.1-207.13(B)(2).
42. During the first eighteen (18) months following the date of original delivery of the motor vehicle to the consumer, the Subject Vehicle was subject to repair at least three (3) times for a death wobble, a nonconformity that is a serious safety defect. The death wobble continues to exist.
43. Plaintiff provided “notification”, as defined by Va. Code § 59.1-207.11, to Manufacturer by certified letter.
44. Due to the repair history, Plaintiff provided Manufacturer a reasonable opportunity to conform Plaintiff’s Vehicle.
45. Due to Manufacturer’s failure to conform Plaintiff’s Vehicle within a reasonable time, Manufacturer must either replace or accept return of Plaintiff’s Vehicle pursuant to Va. Code § 59.1-207.13(A).
46. Plaintiff is entitled to an award of attorney’s fees as part of an award under this chapter. Va. Code § 59.1-207.14.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

- (1) For actual damages according to proof at trial;
- (2) For a refund of the purchase price of Subject Vehicle and collateral charges, \$94,565.36;
- (3) For Defendant Ford Motor Company to accept return of Subject Vehicle;
- (4) For attorney's fees and costs of suit incurred herein including expert witness fees;
- (5) For such other and further relief as the court deems just and proper under the circumstances;

Respectfully submitted,

JAMES DAVID WOOD, III.

By:



W. Aaron Cluett, Esq. (VSB #78370)
LEMON LAW GROUP PARTNERS
1518 Willow Lawn Drive, Suite 201
Richmond, VA 23230
(888) 415-0610 ext. 5117
(888) 809-7010 *facsimile*
acluett@lemonlawgrouppartners.com

EXHIBIT A

SALE CONTRACT - SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Dealer Number

Contract Number

Vehicle Identification Number
(Including Country and Two Code)

Primary Use For Which Purchased
Personal, Family, or Business Use

1110 EAST 10TH ST
WYTHEVILLE, PA 24302

You, the Buyer, and so Buyer, if any, may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit and make payments on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Lease	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased Personal, Family, or Business Use

FEDERAL TRUTH IN LENDING ACT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The total amount you have to pay.	Number of Payments
7.74%	\$ 16436.17	\$ 5438.47	\$ 7876.64	44

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
44	\$421.46	Monthly beginning 06/06/2019
NA	NA	NA

Or As Follows:

Credit life insurance and credit disability insurance are not required to obtain credit (see back). You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurance will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability Insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends at the original due date for the last payment unless a different term for the insurance is stated below.

+ Other (If total downpayment is negative, enter "0" and see 41 below)

\$ 16436.17 (2)
\$ 5438.47 (3)

- Unpaid Balance of Cash Price (1 minus 2)
- Other Charges Including Amounts Paid to Others on Your Behalf
(Seller may keep part of these amounts):
- Cost of Optional Credit Insurance
Paid to Insurance Company or Companies.

Other Optional Insurance

Type of Insurance	Term
Premium \$	NA
Insurance Company Name	NA

Address of Buyer

EXHIBIT B

VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
1FT8W3BT7KEF27808		23631	23631	03/06/20 08:11	03/06/20	66121
VEHICLE DESCRIPTION				TAG NO	STATUS	
2019 FORD F350 SUPER (BLACK)					PARTIAL-COMPLET-P	
LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
201-96H			06/22/19	06/22/19	9	No Charge
PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		NO COMMENT
(223-8373		(276) 223-8373	H11611	RAVEN BLACK (A16)		
Op-Code	Fail Code	Tech	Hours	Type	Amount	

D + Continued

Correction PREFORM TAILGATE JUMPER HARNESS KIT. AND REPLACE TAILGATE SWITCH PER RECALL.

Part Number	Description	Qty.
KC3Z 14A411 C	WIRE ASY - JUM	1
GB5Z 9C888 A	SWITCH ASY - S	1

E + 94RECALL

A61

Warranty

Concern RECALL
19B27

DURING VISIT FOUND OPEN RECALL. PERFORM RECALL

Correction PREFORM INSPECTION. VEHICLE PASSED PER RECALL.

F + 94RECALL

A61

Warranty

Concern RECALL
19C10

DURING VISIT FOUND OPEN RECALLS. PERFORM RECALL

Correction REPROGRAM BCM PER RECALL.

G + 94RECALL

A61

Warranty

Concern RECALL
19S52

DURING VISIT FOUND OPEN RECALL. PERFORM RECALL

Correction PERFORM CARPET SHIELDING PER RECALL.

Warranty Claim Type: F

Authorization Code:

Service Cont No:

Totals

Total Amount Due

Amount
\$0.00

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

HUFF FORD INC.
1135 EAST MAIN STREET
WYTHEVILLE, VA. 24382
PHONE: 276-228-3108 FAX 276-228-8297
WWW.HUFFONLINE.COM

66121 WOO

JAMES DAVID WOOD III		VEHICLE ID		MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
5595 WADDLETOWN RD		1FT8W3BT7KEF27808		23631	23631	03/06/20 08:11	03/08/20	66121
BLAND, VA 243154709		VEHICLE DESCRIPTION		TAG NO.		STATUS		
		2019 FORD F350 SUPER (BLACK)				PARTIAL-COMPLETE-F		
CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN. SERV. DATE	DELIV. DATE	DELIV. MILES	TERMS	
031188	201-96H			06/22/19	06/22/19	9	No Charge	
HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.		RO COMMENT		
(276) 223-8373		(276) 223-8373	H11611	RAVEN BLACK (A16)				

YOU MAY RECEIVE A SURVEY FROM FORD, IF FOR ANY REASON YOU CANNOT GIVE US A "COMPLETELY SATISFIED" PLEASE CALL TOMMY MCGILLIVRAY OR EMAIL TOMMY@HUFFONLINE.COM

SERVICE HOURS M-F 7:30-5:30
PARTS HOURS M-F 7:30-5:00
THANK YOU FOR BEING OUR SPECIAL CUSTOMER!!

Line	Op-Code	Est Code	Tech	Hours	Type	Amount
------	---------	----------	------	-------	------	--------

A * **A61** **Warranty**

Concern Customer states THAT THE VEHICLE IS DOING THE "DEATH WOBBLE" CUSTOMER STATES IN ORDER FOR THE STEERING WHEEL TO STOP SHAKING HE HAS TO COME TO A COMPLETE STOP.

Cause FOUND TSB 19-2392.

Correction REMOVE AND REPLACE STEERING DAMPER PER TEST DROVE. WORKING LIKE DESIGN.

Part Number	Description	Qty
KC3Z 3E651 B	DAMPER ASY	1

B * **99P** **A61** **Customer** **\$0.00**

Concern MULTI-POINT INSPECTION REPORT CARD AS RECOMMENDED BY FORD MOTOR COMPANY

Cause BRAKES 7MM IN FRONT AND 8MM IN REAR. TIRES ARE 11MM IN FRONT AND 10 IN REAR.

Line Total... **\$0.00**

D + **94RECALL** **A61** **Warranty**

Concern **RECALL** **DURING VISIT FOUND OPEN RECALLS. PERFORM RECALL**
19S48

STATEMENT OF DISCLAIMER

Factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller does not authorize any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence, or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON
(DATE)

INVOICE

CUSTOMER COPY

Page 1 of 1

36584

171602

Fred Beans
Everything Automotive

INVOICE

WOOD
WADDLETOWN RD
BLAND, VA 24315
HOME: 276-223-8373 CONT: 276-223-8373
BUS: CELL:

PAGE 2

Ford of Boyertown
Route 100 North P.O. Box 524
Boyertown, PA 19612
Phone: (610) 367-2081 Fax: (610) 369-0012
www.fredbeans.com

SERVICE ADVISOR: 2709 MICHAEL TRAPP

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	19	FORD F-350	1FT8W3BT7KEF27808		32040/32046	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	INV. DATE
01JAN18 IS			17:00 11AUG20			
01JAN18 DD						
R.O. OPENED	READY	OPTIONS:	DLR:01273 ENG:6.7 Liter			
08:43 11AUG20	10:42 11AUG20					
LINE	OPCODE	TECH	TYPE	HOURS		

LIST NET TOTAL

Thank you for your Business!
Our Team goal is for you to LOVE TO DO
BUSINESS WITH US and that you are HAPPY TO
TELL OTHERS about the GREAT SERVICE!
**If you have any Questions about this repair
please contact your SERVICE ADVISOR or our
SERVICE MANAGER right away so we can help**

YOUR STATE INSPECTION EXPIRES _____

TIRES

BRAKES

ANTIFREEZE
PROTECTION

+

+

YOUR VEHICLE IS PARKED IN SPOT

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

DESCRIPTION

TOTALS

LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
LESS DISCOUNT	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
LESS	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

584

171602

INVOICE

Fred Beans
 Everything Automotive

 100D
 WADDLETOWN RD
 BRAND, VA 24315
 HOME: 276-223-8373 CONT: 276-223-8373
 BUS:

PAGE 1

 Ford of Boyertown
 Route 100 North • P.O. Box 524
 Boyertown, PA 19512
 Phone: (610) 387-2081 • Fax: (610) 389-0012
 www.fredbeans.com

SERVICE ADVISOR: 2709 MICHAEL TRAPP

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
	19	FORD F-350	1FT8W3BT7KEF27808		32040/32046		
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PD. NO.	RATE	PAYMENT	INV. DATE
01JAN18 IS			17:00 11AUG20			CASH	11AUG20
01JAN18 DU							
R.O. OPENED	READY	OPTIONS: DLR:01273 ENG:6.7 Liter					
08:43 11AUG20	10:42 11AUG20						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER STATES CHECK FOR DEATH WOBBLE							
CAUSE: 3B239							

 1006D NON ROTATIONAL NOISE - WIRELESS ELECTRONIC
 CHASSIS EARS - DIAGNOSE - L

406 WFO

1 HC3Z*3B239*B BAR - FRONT SUSPENSION TIE

1 *W706345*S439 BOLT

3 *N807659*S441 NUT

4 *W520115*S440 NUT - HEX.

4 *W520115*S441 NUT - HEX.

 3239A TRACK BAR-FRONT AXLE HOUSING - REMOVE AND
 INSTALL OR REPLACE (3B239) - L

406 WFO

 1006DXQ NON ROTATIONAL NOISE - WIRELESS
 ELECTRONIC CHASSIS EARS - DIAGNOSE - L EXTRA
 TIME FOR A POST-REPAIR ROAD TEST.

406 WFO

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

406

 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
 ROAD TEST AND VERIFIED- CHECKED ALL SUSPENSION PLAY - FOUNDTRACK
 BAR BALL JOINT LOOSE - REPLACED AS PER WSM AND ROAD TESTED - ALL NOW
 PASSES

 B CUSTOMER STATES CHECK FOR HILL CONTORL AND SVC ADVACNETRACK FAULTS ON
 DASH

 999 CUSTOMER STATES: TO TEST AND TRACE FOR
 CONCERN

406 CPT

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

YOUR STATE INSPECTION EXPIRES			DISCLAIMER OF WARRANTIES	DESCRIPTION	TOTALS
TIRES	BRAKES	ANTIFREEZE PROTECTION	Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.	LABOR AMOUNT	
+	+			PARTS AMOUNT	
				LESS DISCOUNT	
				SUBLET AMOUNT	
				MISC. CHARGES	
				TOTAL CHARGES	
				LESS	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	
				CUSTOMER SIGNATURE	

YOUR VEHICLE IS PARKED IN SPOT

CHANGED COPY

EXHIBIT C

LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law
1518 Willow Lawn Drive
Richmond, VA 23230

Telephone (888) 415-0610
Facsimile (888) 809-7010
Email: info@lemonlawgrouppartners.com

December 8, 2020

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

Re: James David Wood III
Vehicle: 2019 Ford F350
VIN: 1FT8W3BT7KEF27808

Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of James David Wood III relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC
By: s/n Aaron Cluett
Attorney for Plaintiff

CC: Huff Ford, 1135 E Main St, Wytheville, VA 24382